

<b>UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY Caption in Compliance with D.N.J. LBR 9004-1(b)</b>	
<b>BROWN RUDNICK LLP</b> Kenneth J. Aulet, Esq. (admitted <i>pro hac vice</i> ) Seven Times Square New York, New York 10036 (212) 209-4800 kaulet@brownrudnick.com	<b>HAYNES AND BOONE, LLP</b> Richard S. Kanowitz, Esq. (NJ Bar No. 047911992) Lauren M. Sisson, Esq. (NJ Bar No. 394182022) 30 Rockefeller Plaza, 26th Floor New York, New York 10112 (212) 659-7300 richard.kanowitz@haynesboone.com lauren.sisson@haynesboone.com
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<i>General Counsel for the Plan Administrator</i>	
<b>GENOVA BURNS LLC</b> Daniel M. Stolz, Esq. Donald W. Clarke, Esq. 110 Allen Rd., Suite 304 Basking Ridge, NJ 07920 (973) 230-2095 DStolz@genovaburns.com DClarke@genovaburns.com	
<i>Local Counsel for the Plan Administrator</i>	
In re:  BLOCKFI INC., <i>et al.</i> , Debtors. <sup>1</sup>	Chapter 11 Case No. 22-19361 (MBK) (Jointly Administered under a Confirmed Plan <sup>2</sup> )

## **NOTICE OF FILING OF THIRD AMENDED PLAN SUPPLEMENT**

<sup>1</sup> The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BlockFi Inc. (0015); BlockFi Trading LLC (2487); BlockFi Lending LLC (5017); BlockFi Wallet LLC (3231); BlockFi Ventures LLC (9937); BlockFi International Ltd. (N/A); BlockFi Investment Products LLC (2422); BlockFi Services, Inc. (5965) and BlockFi Lending II LLC (0154). The location of the Wind-Down Debtors' service address is c/o M3 Partners, 1700 Broadway, 19th Floor, New York, NY 10019.

<sup>2</sup> On October 3, 2023, the Court entered an order confirming the Third Amended Joint Chapter 11 Plan of BlockFi Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (Additional Technical Modifications) (the "Plan") [Docket No. 1609].

**PLEASE TAKE NOTICE THAT** on September 26, 2023, the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) confirmed the *Third Amended Joint Chapter 11 Plan of BlockFi Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (Additional Technical Modifications)* [Docket No. 1609] (the “Plan”).

**PLEASE TAKE FURTHER NOTICE THAT** on October 3, 2023, the Bankruptcy Court entered its *Revised Findings of Fact, Conclusions of Law, and Order (I) Approving the Disclosure Statement Relating to the Third Amended Joint Chapter 11 Plan of BlockFi Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code on a Final Basis and (II) Confirming the Third Amended Joint Chapter 11 Plan of BlockFi Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (Additional Technical Modifications)* [Docket No. 1660] (the “Confirmation Order”) confirming the Plan.

**PLEASE TAKE FURTHER NOTICE THAT** on September 4, 2023, the Debtors filed the plan supplement (the “Plan Supplement”) [Docket No. 1443].

**PLEASE TAKE FURTHER NOTICE THAT** on September 8, 2023, the Debtors filed the *Notice of Filing of Amended Plan Supplement* [Docket No. 1467].

**PLEASE TAKE FURTHER NOTICE THAT** on September 22, 2023, the Debtors filed the *Notice of Filing of Second Amended Plan Supplement* [Docket No. 1585].

**PLEASE TAKE FURTHER NOTICE THAT** the Wind-Down Debtors hereby file this third amended plan supplement (the “Third Amended Plan Supplement”) as contemplated by the Plan.

**PLEASE TAKE FURTHER NOTICE THAT** the Third Amended Plan Supplement includes the following documents:

<u>Exhibit</u>	<u>Description</u>
A	Schedule of Revised Assumed Executory Contracts
A-1	Redline of Schedule of Assumed Executory Contracts

Dated: December 8, 2023

*/s/ Daniel M. Stolz*

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**GENOVA BURNS LLC**

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*Local Counsel to the Plan Administrator*

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*General Counsel to the Plan Administrator*

## **EXHIBIT A**

### **Schedule of Revised Assumed Executory Contracts and Unexpired Leases**

On the Effective Date, except as otherwise provided in the Plan or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, all Executory Contracts and Unexpired Leases of the Debtors, including any employee benefit plans, severance plans, or other Executory Contracts under which employee obligations arise, shall be deemed rejected by the Debtors or Wind-Down Debtors, as applicable, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, unless such Executory Contract and Unexpired Lease: (a) was previously assumed, assumed and assigned, or rejected by the Debtors; (b) previously expired or terminated pursuant to its own terms; (c) is the subject of a motion to assume, assume and assign, or reject Filed on or before the Confirmation Date that is pending on the Effective Date; or (d) is designated specifically, or by category, as an Executory Contract or Unexpired Lease on the Schedule of Assumed Executory Contracts and Unexpired Leases, if any.

Pursuant to sections 365(a) and 1123 of the Bankruptcy Code, entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the rejection, assumption, or assumption and assignment, as applicable, of such Executory Contracts or Unexpired Leases as provided for in the Plan, effective as of the Effective Date unless otherwise specified. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall re-vest in and be fully enforceable by the applicable contracting Wind-Down Debtor according to its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption or assumption and assignment under applicable federal law. Any motions to assume any Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date (or as soon as reasonably practicable thereafter) by a Final Order. **Notwithstanding anything to the contrary in the Plan, the Debtors or the Wind-Down Debtors, as applicable, shall have the right to alter, amend, modify, or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases identified in this Plan Supplement at any time through and including forty-five days after the Effective Date.**

To the maximum extent permitted by law, to the extent that any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assumption and assignment of such Executory Contract or Unexpired Lease (including any “change of control” provision), such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

**Schedule of Revised Assumed Executory Contracts<sup>1</sup>**

Counterparty Name	Address	Description	Debtor Name	Cure Amount
Segment.io, Inc.	100 California Street Suite 700, San Francisco, California 94111	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Twilio	375 Beale Street Suite 300 San Francisco, CA 94105	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Amplitude, Inc.	201 3rd Street Suite 200 San Francisco, CA 94103	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Lending LLC	\$0.00
Catamorphic Co DBA LaunchDarkly	1999 Harrison St. Suite 1100 Oakland, California 94612	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
SendGrid	1801 California Street Suite 500 Denver, CO 80202	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Persona	981 Mission St #95 San Francisco, California 94013	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Amazon Web Services	410 Terry Avenue North Seattle, Washington 98109-5210	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Datadog	620 8th Avenue 45th Floor New York, NY 10018-1741	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
DocRaptor	407 Fulton Street Suite 103 Indianapolis, IN 46202	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00

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<sup>1</sup> Notwithstanding anything to the contrary in the Plan, the Debtors or the Wind-Down Debtors, as applicable, shall have the right to alter, amend, modify, or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases identified in this Plan Supplement at any time through and including forty-five days after the Effective Date.

Counterparty Name	Address	Description	Debtor Name	Cure Amount
Infura	ConsenSys Software Inc. (Infura) 49 Bogart Street NY 11206	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Cloudflare	101 Townsend Street San Francisco, California 94107	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Github	88 Colin P Kelly Jr S San Francisco, California 94107	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Pulumi	1525 4th Avenue Suite 800 Seattle, Washington 98101	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
BitGo	445 Sherman Avenue Suite 200 Palo Alto, CA 94304	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Trading LLC	\$0.00
Adobe	345 Park Avenue San Jose, California 95110	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Braze, Inc.	330 W 34th Street 18th floor New York, New York 10001	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Auth0	10800 NE 8th Suite 700 Bellevue, Washington 98004	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Okta, Inc.	100 First Street 6th Floor San Francisco, California 94105	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Aon	8 Devonshire Square London, UK EC2M 4PL	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Aon Employ Liability Insurance	8 Devonshire Square London, UK EC2M 4PL	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00

Counterparty Name	Address	Description	Debtor Name	Cure Amount
Papaya Global Inc.	228 Park Avenue S., PMB 22154 New York, New York 10003-1502	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
TriNet	One Park Place Suite 600 Dublin, California 94568	All executory contracts and policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc. BlockFi Services Inc.	\$0.00
Empower	8515 E. Orchard Road Greenwod Village, Colorado 80111	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
bambooHR	335 South 560 West Lindon, Utah 84042-1911	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Pensionmark Financial Group	24 E. Cota Street Suite 200 Santa Barbara, CA 93101	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Details Management Ltd.	Melbourne House 11 Parliament Street, Suite 202 Hamilton, Bermuda HM 12	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi International Ltd.	\$0.00
Deel	650 2nd Street San Francisco, California, 94107,	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Services, Inc.	\$0.00
Chainalysis Inc	11 E 26th Street New York, NY 10010	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$8,861.45
NordVPN	PH F&F TOWER 50th Street & 56th Street Suite #32-D, Floor 32 Panama City, Republic of Panama	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Blockdaemon	1 Grants Row Dublin, Dublin 2 D02 HX96 Ireland	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Lending LLC BlockFi International Ltd.	\$0.00
Atlassian	1098 Harrison Street San Francisco, California 94103-4521	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00

Counterparty Name	Address	Description	Debtor Name	Cure Amount
Ivanti	10377 South Jordan Gateway Suite 110 South Jordan, Utah 84095	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Jamf Software	100 Washington Ave S Suite 1100 Minneapolis, Minnesota 55401	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
GoTo Technologies USA, Inc.	333 Summer Street Boston MA 02210	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
AT&T	208 S. Akard Street Dallas, TX 75202	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Microsoft	One Microsoft Way Redmond, Washington 98052-6399	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Google Workspace/Cloud/Voice	Googleplex 1600 Amphitheatre Parkway Mountain View, California 94043	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Slack	500 Howard Street San Francisco, California 94105	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
NMLS	1300 I Street, NW Suite 700 East Washington, DC 20005	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Trading LLC	\$0.00
CSC	251 Little Falls Drive Wilmington, DE 19808-1674	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Trading LLC	\$0.00
National Registered Agents Inc	Wolters Kluwer NRAI 250 West Pratt Street Baltimore, MD 21201	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Trading LLC	\$0.00
Capitol Corporate Services, Inc.	P.O. Box 1831 Austin, TX 78767	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Trading LLC	\$0.00

Counterparty Name	Address	Description	Debtor Name	Cure Amount
Sage Intacct	300 Park Avenue Suite 1400 San Jose, California 95110	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Airbase, Inc.	220 Montgomery Street San Francisco, CA 94105	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Deloitte & Touche LLP	200 Berkley Street 10th Floor Boston, MA 02116	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Foundry Digital LLC	1100 Pittsford Victor Road Pittsford, NY 14534	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Lending LLC	\$0.00
Fly Over the City	244 Fifth Ave # G-233 New York, NY 10001	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
CrowdStrike	150 Mathilda Place Sunnyvale, CA 94086	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Splunk Inc.	270 Brennan Street San Francisco, California 94107	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Alteryx	3345 Michelson Drive Suite 400 Irvine, CA 92612	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Mazars via Papaya Global (HK) Limited	135 Cecil Street #10-01 Singapore 069536	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Services, Inc.	\$0.00
Fireblocks, Inc.	500 7th Avenue New York, NY 10018	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Johnson Gardiner	45C5+9C6, St Mary's Street St John's, Antigua & Barbuda	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi International Ltd.	\$0.00

Counterparty Name	Address	Description	Debtor Name	Cure Amount
Walkers	190 Elgin Avenue George Town, Grand Cayman KY1-9001 Cayman Islands	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc. BlockFi International Ltd.	\$45,049.55
Morris, Nichols, Arshzt and Tunnel	1201 North Market Street 16th Floor Wilmington, DE 19899-1347	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Germanolaw LLC	460 Bloomfield Avenue Suite 200 Montclair, New Jersey 07042	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$3,822.50
Covington & Burling LLP	The New York Times Building 620 Eighth Avenue New York, NY 10018-1405	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$9,205.50
Schjodt	Tordenskiolds Gate 12 P.O. Box 2444 NO-0201 Oslo	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
CohnReznick LLP	14 Sylvan Way 3rd Floor Parsippany, New Jersey 07054	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
AXIS Insurance Company – A+	1211 Avenue of the Americas 24th Floor New York, NY 10036	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	[\$0.00]
Atlantic Specialty Insurance Company	605 Highway 169 North Suite 800 Plymouth, MN 55441	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	[\$0.00]
Scottsdale Insurance Company	One Nationwide Plaza Columbus, OH 43215	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	[\$0.00]
Westchester Surplus Lines Insurance Company	11575 Great Oaks Way Suite 200 Alpharetta, GA 32002	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	[\$0.00]

Counterparty Name	Address	Description	Debtor Name	Cure Amount
Relm Insurance, Ltd.	Phase 1 Washington Mall Suite 202 20 Church Street Hamilton HM 11, Bermuda	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	[\$0.00]
ACE American Insurance Co.	15 Mountain View Road Warren, NJ 07059	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	[\$0.00]
WeWork	115 Broadway Street 5th Floor New York, NY 10006	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Wordpress.com	60 29th St 343 San Francisco, California, 94110	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
The Cincinnati Insurance Companies	P.O. Box 145496 Cincinnati, OH 45250-5496	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Scott Insurance	1301 Old Graves Mill Road Lynchburg, VA 24502	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Luxor Technology Corporation	1100 Bellevue Way NE Suite 8A #514 Bellevue, WA 98004	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00

**EXHIBIT A-1**

**Redline of Schedule of Assumed Executory Contracts**

**Schedule of Assumed Executory Contracts<sup>1</sup>**

Counterparty Name	Address	Description	Debtor Name	Cure Amount
Segment.io, Inc.	100 California Street Suite 700, San Francisco, California 94111	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Twilio	375 Beale Street Suite 300 San Francisco, CA 94105	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Amplitude, Inc.	201 3rd Street Suite 200 San Francisco, CA 94103	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Lending LLC	\$0.00
Catamorphic Co DBA LaunchDarkly	1999 Harrison St. Suite 1100 Oakland, California 94612	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
SendGrid	1801 California Street Suite 500 Denver, CO 80202	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Persona	981 Mission St #95 San Francisco, California 94013	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Amazon Web Services	410 Terry Avenue North Seattle, Washington 98109-5210	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Datadog	620 8th Avenue 45th Floor	All executory contracts and all amendments, modifications, schedules, and other attachments	BlockFi Inc.	\$0.00

<sup>1</sup> Notwithstanding anything to the contrary in the Plan, the Debtors or the Wind-Down Debtors, as applicable, shall have the right to alter, amend, modify, or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases identified in this Plan Supplement at any time through and including forty-five days after the Effective Date.

Counterparty Name	Address	Description	Debtor Name	Cure Amount
	New York, NY 10018-1741	thereto, to the extent applicable		
DocRaptor	407 Fulton Street Suite 103 Indianapolis, IN 46202	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Infura	Consensys Software Inc. (Infura) 49 Bogart Street NY 11206	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Cloudflare	101 Townsend Street San Francisco, California 94107	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Github	88 Colin P Kelly Jr S San Francisco, California 94107	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Pulumi	1525 4th Avenue Suite 800 Seattle, Washington 98101	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
BitGo	445 Sherman Avenue Suite 200 Palo Alto, CA 94304	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Trading LLC	\$0.00
Adobe	345 Park Avenue San Jose, California 95110	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Braze, Inc.	330 W 34th Street 18th floor New York, New York 10001	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Auth0	10800 NE 8th Suite 700 Bellevue, Washington 98004	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Okta, Inc.	100 First Street 6th Floor San Francisco, California 94105	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Aon	8 Devonshire Square London, UK EC2M 4PL	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Aon Employ Liability	8 Devonshire Square	All policies and all amendments, modifications,	BlockFi Inc.	\$0.00

Counterparty Name	Address	Description	Debtor Name	Cure Amount
Insurance	London, UK EC2M 4PL	schedules, and other attachments thereto, to the extent applicable		
Papaya Global Inc.	228 Park Avenue S., PMB 22154 New York, New York 10003-1502	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
TriNet	One Park Place Suite 600 Dublin, California 94568	All executory contracts and policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc. BlockFi Services Inc.	\$0.00
Empower	8515 E. Orchard Road Greenwod Village, Colorado 80111	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
bambooHR	335 South 560 West Lindon, Utah 84042-1911	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Pensionmark Financial Group	24 E. Cota Street Suite 200 Santa Barbara, CA 93101	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Details Management Ltd.	Melbourne House 11 Parliament Street, Suite 202 Hamilton, Bermuda HM 12	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi International Ltd.	\$0.00
Deel	650 2nd Street San Francisco, California, 94107,	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Services, Inc.	\$0.00
Carta	333 Bush Street Floor 23, Suite 2300 San Franciseo, CA 94104	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Chainalysis Inc	11 E 26th Street New York, NY 10010	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$8,861.45
NordVPN	PH F&F TOWER 50th Street & 56th Street Suite #32-D, Floor 32 Panama City, Republic of Panama	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Blockdaemon	1 Grants Row Dublin, Dublin 2 D02 HX96 Ireland	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Lending LLC BlockFi	\$0.00

Counterparty Name	Address	Description	Debtor Name	Cure Amount
Atlassian	1098 Harrison Street San Francisco, California 94103-4521	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Zoom	55 Almaden Boulevard San Jose, California 95113-1608	<del>All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable</del>	<del>BlockFi Inc.</del>	<del>\$0.00</del>
Ivanti	10377 South Jordan Gateway Suite 110 South Jordan, Utah 84095	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Jamf Software	100 Washington Ave S Suite 1100 Minneapolis, Minnesota 55401	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
GoTo Technologies USA, Inc.	333 Summer Street Boston MA 02210	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
AT&T	208 S. Akard Street Dallas, TX 75202	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Microsoft	One Microsoft Way Redmond, Washington 98052-6399	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Google Workspace/Cloud/Voice	Googleplex 1600 Amphitheatre Parkway Mountain View, California 94043	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Slack	500 Howard Street San Francisco, California 94105	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Etherscan	2 Huebi Mackay, Queensland, Australia	<del>All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable</del>	<del>BlockFi Inc.</del>	<del>\$0.00</del>
NMLS	1300 I Street, NW Suite 700 East Washington, DC 20005	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Trading LLC	\$0.00
CSC	251 Little Falls Drive	All executory contracts and all amendments,	BlockFi Trading	\$0.00

Counterparty Name	Address	Description	Debtor Name	Cure Amount
	Wilmington, DE 19808-1674	modifications, schedules, and other attachments thereto, to the extent applicable	LLC	
National Registered Agents Inc	Wolters Kluwer NRAI 250 West Pratt Street Baltimore, MD 21201	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Trading LLC	\$0.00
Capitol Corporate Services, Inc.	P.O. Box 1831 Austin, TX 78767	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Trading LLC	\$0.00
Sage Intacct	300 Park Avenue Suite 1400 San Jose, California 95110	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Airbase, Inc.	220 Montgomery Street San Francisco, CA 94105	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Deloitte & Touche LLP	200 Berkley Street 10th Floor Boston, MA 02116	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Foundry Digital LLC	1100 Pittsford Victor Road Pittsford, NY 14534	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Lending LLC	\$0.00
Fly Over the City	244 Fifth Ave # G-233 New York, NY 10001	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
CrowdStrike	150 Mathilda Place Sunnyvale, CA 94086	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Splunk Inc.	270 Brennan Street San Francisco, California 94107	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Alteryx	3345 Michelson Drive Suite 400 Irvine, CA 92612	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00

Counterparty Name	Address	Description	Debtor Name	Cure Amount
Mazars via Papaya Global (HK) Limited	135 Cecil Street #10-01 Singapore 069536	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Services, Inc.	\$0.00
Fireblocks, Inc.	500 7th Avenue New York, NY 10018	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Johnson Gardiner	45C5+9C6, St Mary's Street St John's, Antigua & Barbuda	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi International Ltd.	\$0.00
Walkers	190 Elgin Avenue George Town, Grand Cayman KY1-9001 Cayman Islands	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc. BlockFi International Ltd.	\$45,049.55
Morris, Nichols, Arshzt and Tunnel	1201 North Market Street 16th Floor Wilmington, DE 19899-1347	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Germanolaw LLC	460 Bloomfield Avenue Suite 200 Montclair, New Jersey 07042	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$3,822.50
Covington & Burling LLP	The New York Times Building 620 Eighth Avenue New York, NY 10018-1405	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$9,205.50
Schjodt	Tordenskiolds Gate 12 P.O. Box 2444 NO-0201 Oslo	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
CohnReznick LLP	14 Sylvan Way 3rd Floor Parsippany, New Jersey 07054	All engagement letters and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
AXIS Insurance Company – A+	1211 Avenue of the Americas 24th Floor New York, NY 10036	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	[\$0.00]
Atlantic Specialty Insurance Company	605 Highway 169 North Suite 800 Plymouth, MN 55441	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	[\$0.00]

Counterparty Name	Address	Description	Debtor Name	Cure Amount
Scottsdale Insurance Company	One Nationwide Plaza Columbus, OH 43215	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	[\$0.00]
Westchester Surplus Lines Insurance Company	11575 Great Oaks Way Suite 200 Alpharetta, GA 32002	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	[\$0.00]
Relm Insurance, Ltd.	Phase 1 Washington Mall Suite 202 20 Church Street Hamilton HM 11, Bermuda	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	[\$0.00]
ACE American Insurance Co.	15 Mountain View Road Warren, NJ 07059	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	[\$0.00]
WeWork	115 Broadway Street 5th Floor New York, NY 10006	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Wordpress.com	60 29th St 343 San Francisco, California, 94110	All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
The Cincinnati Insurance Companies	P.O. Box 145496 Cincinnati, OH 45250-5496	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
Scott Insurance	1301 Old Graves Mill Road Lynchburg, VA 24502	All policies and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable	BlockFi Inc.	\$0.00
<u>Luxor Technology Corporation</u>	<u>1100 Bellevue Way NE Suite 8A #514 Bellevue, WA 98004</u>	<u>All executory contracts and all amendments, modifications, schedules, and other attachments thereto, to the extent applicable</u>	<u>BlockFi Inc.</u>	<u>\$0.00</u>